

SANDY CITY CORPORATION
10000 CENTENNIAL PARKWAY
SANDY, UTAH 84070

BID INFORMATION
FOR THE SANDY CITY LANDSCAPE MAINTENANCE

All sealed bids will be publicly opened. Bids will be reviewed to determine that the functional requirements of the City are met. Contract will be awarded after the appropriate approvals are received.

A. BID SUBMITTAL

Bids must be received by the Purchasing Department at Sandy City Hall, 10000 South Centennial Parkway, Suite 330 no later than 10:00 AM, Thursday, January 14, 2010 where they will be publicly opened and read aloud.

Bids must be sealed and clearly marked with the project title on the cover as well as the name name and address of the bidder. of the bidder and the company address.

Bids must be submitted on the forms provided by the City and signed by an authorized representative of the company. The signature is interpreted to signify the bidder's intent to comply with all terms, conditions and specifications set forth in the contract documents.

All prices and notations shall be printed in ink or type-written. No erasures will be permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the original figure and shall be initialed in ink by the person signing the proposal.

Only one copy of the bid form is required and late bids will be returned to the bidder unopened.

B. SITE EXAMINATION

Bidders should carefully examine the drawings and specifications including addenda prior to submitting a bid. Bidders should also visit the site of the work to become fully informed of all existing conditions and limitations. Any interpretation of the proposed documents will only be made by addenda duly issued and a copy of such addenda will be made available to each plan holder prior to bid submittal.

C. REQUIRED BONDS

Bids must be accompanied by a bid bond payable to Sandy City (OWNER) for five percent of the total amount of the bid. After bid opening, OWNER will return all of the bonds except that of the lowest responsible bidder. When the contract is executed, and OWNER receives the performance, payment and all other required bonds, the bid bond of the successful bidder will be returned. A certified check made payable to OWNER may be used in place of the bid bond.

A performance and payment bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by owner, will be required to ensure faithful performance of the contract. The duration of the performance and payment bond shall be one year after the anticipated completion date of the project.

Attorneys-in-fact who sign bid, payment and performance bonds must file with each bond a certified and effective dated copy of their power of attorney signed with original signatures or facsimile.

The party to who the contract is awarded will be required to provide the performance, payment and all other required bonds (including certificates of insurance), within ten calendar days from the date when Notice of Award is delivered to the bidder.

The party to who the contract is awarded will be required to execute the agreement within ten calendar days from the date when the contracts are delivered to the bidder. If bidder fails to execute the contract, the owner may consider the bidder in default, in which case the bid bond accompanying the bid shall become property of the owner.

D. CONTRACT AWARD

It is the intent of Sandy City to award the contract based upon the lowest and most responsible bid provided that the bid has been submitted in accordance with the requirements stated in the solicitation documents. The experience and responsibility of the Contractor will ultimately be a determining factor in the contract award. Furthermore, a Contractor's previous experience with the City will also be considered in awarding the contract.

E. NOTIFICATION

After verification of the bonds and the agreement has been executed, the contractor will then receive the Notice to Proceed. At which time the contractor must complete the weekly, monthly, every 60 days, and annual time frames as mentioned in the service task list. All work stoppages due to inclement weather conditions and other factors must be verified by the Project Manager. Work stoppages due to equipment failure will not be the responsibility of Sandy City. Failure to comply with the project schedule will result in liquidated damages as specified in the agreement.

F. SUBCONTRACTORS

All bidders shall submit to the City a list of subcontractors to be used on the project. This list shall be binding upon the contractor, however, Sandy City has the right to reject any or all subcontractors listed which the owner feels is unqualified to do the work.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS, TO WAIVE ANY INFORMALITY OR TECHNICALITY OR TO ACCEPT BIDS DEEMED IN THE BEST INTERESTS OF SANDY CITY CORPORATION.

BID SHEET

SANDY CITY LANDSCAPE MAINTENANCE

All labor, materials, tools, and equipment for the work described in the plans and specifications.

This bid may be accepted in whole or part. Complete cooperation between the maintenance contractor and the client shall be required. The maintenance contractor shall be responsible for any damages caused by his/her work force while performing the requirements of this specification herein. Labor and materials for the repair or replacement of these damages shall be provided by the maintenance contractor. All repairs and replacements made by the contractor shall be subjected to the specifications of the Sandy City Parks Department. The maintenance contractor has the right to an arbitration hearing with the client, on questionable damages. The undersigned, having visited the site of proposed maintenance of the below noted project, and having familiarized themselves with local conditions affecting the cost of the work and with all requirements of the Contract Documents and all addenda to said documents, hereby proposes to furnish all items as required by said documents and addenda thereto for landscape maintenance and related items as contained in the drawings and specifications for the:

SANDY CITY LANDSCAPE MAINTENANCE

1.

CONTRACTOR INFORMATION

Addenda Received _____

Company Name

License Number

Address

(Seal if bid is by Corp)

Phone Number

Signature

Attest _____

Title

Title

All in strict conformance to the drawings, specifications and other documents, submit this bid for the sum. Based on 26 weekly tasks, 6 monthly tasks, 3 - 60 day tasks, and 2 annual tasks being performed and chemical control.

_____ DOLLARS (\$____)

which price includes:

_____ DOLLARS (\$____)

for the cost of the 100% Performance Bond and 100% Labor and Material Payment Bond.

Bid bond of _____ has been included _____ detail.

2. **BID UNIT COST:**

SQ.FT. Beds

SQ.FT. Turf

TOTAL

LOCATIONS:

A. Storm Mountain Streetscape			
B. Abbotsford			
C. Highpoint / Twelve Pines			
D. South Valley South			
E. South Valley East			
F. 20th East/Tortellini			
G. Silver ridge 1 & 2			
H. Storm Mt. Terrace			
I. Eastridge #5			
J. Wyngate			
K. Brandon Canyon			
L. Granite			
M. East Dell			
TOTAL			

LOCATIONS:	Cost per:	Weekly Task	Monthly Task	60 day Task	Annual Task
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A. Storm Mountain Streetscape				
B. Abbotsford				
C. Highpoint / Twelve Pines				
D. South Valley South				
E. South Valley East				
F. 20th East/Tortellini				
G. Silverridge 1 & 2				
H. Storm Mt. Terrace				
I. Eastridge #5				
J. Wyngate				
K. Brandon Canyon				
L. Granite				
M. East Dell				
TOTAL				

Weekly Total	26 X _____ = _____
Monthly Total	6X _____ = _____
60 Day Total	2X _____ = _____
Annual Total	2X _____ = _____

GRAND TOTAL _____

3. COMPLETION TIME:

The work under this contract shall be commenced upon notice to do so and shall be completed with weekly, monthly, every 60 days, and annual time frame as mentioned in service task list as approved on a weekly basis. Contractor also agrees to pay liquidated damages in the amount of \$60.00 per day for each day after final completion date in accordance with Contract Documents if the Contractor's delay makes the damages applicable.

4. Experience:

Provide a list of related projects (Building sites, streetscapes, parks, or other similar projects) performed within the last three years. Please include contact name and phone number.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
_____ as Principal, and
_____ as Surety, are hereby held and
firmly bound unto _____ as Owner in the penal
sum of _____ for the payment of which, well and truly be
made, we hereby jointly and severally bind ourselves, successors
and assigns.

Signed the _____ day of _____, 20____.

The Condition of the above obligation is such that whereas
the Principal has submitted to _____ a certain Bid,
attached hereto, and hereby made a part hereof to enter into a
contract in writing, for the

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the FORM of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall

remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are incorporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

BY: _____

STATE OF UTAH)
 : SS. SURETY
County of Salt Lake)

_____, being first duly sworn on oath,
deposes and says: that s/he is the Attorney-in-Fact of
_____, a corporation organized under the
laws of the State of _____ and that s/he is duly
authorized to execute and deliver the foregoing obligation; that
the said _____ is authorized to execute the
same, and has complied in all respects with the laws of the State
of Utah, in reference to becoming sole surety upon bonds,
undertakings and obligations.

Attorney-in-Fact

SUBSCRIBED and SWORN to before me this _____
day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

Residing in: _____

(Attach Power of Attorney)

STATE OF UTAH)
 : ss. (Complete if Principal
County of Salt Lake) is an
 Individual)

On this _____, day of _____, 20____, personally
appeared before me _____, signer (s) of the
foregoing instrument, who duly acknowledged to me that s/he (they)
executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing in: _____

STATE OF UTAH)
 : ss.
County of Salt Lake)

(Complete if Principal
 is a
Corporation)

On this _____; day of _____, 20____, personally
appeared before me _____, who being by me duly sworn,
did say s/he is the _____ of
_____, a _____
corporation, and that the foregoing instrument was signed in
behalf of said corporation by authority of its Board of Directors,
and s/he acknowledged to me that said corporation executed the
same.

NOTARY REPUBLIC

My Commission Expires: _____

Residing in: _____

STATE OF UTAH)
 : ss.
County of Salt Lake)

(Complete if Principal
 is a
Partnership)

On this _____, day of _____, 20____,
personally appeared before me _____, who being by me
duly sworn, did say that s/he is the _____
_____ of _____, a partnership,
and that the foregoing instrument was signed in behalf of said
partnership and that said instrument was signed in behalf of said
partnership and that said partnership executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing in: _____

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Sandy City landscape maintenance

SANDY CITY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to provide the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said BONDS and INSURANCE within ten (10) days from the date of the Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this _____, day of _____, 20_____

SANDY CITY - OWNER

BY: _____
TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

this the _____ day of _____, 20_____

BY: _____
TITLE: _____

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P E R F O R M A N C E B O N D

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

DATE:

AMOUNT:

(Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: () None () See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated bids from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any

amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

COMPANY: (Corporate Seal)

Signature: _____

Name and Title:

Address:

SURETY COMPANY: (Corporate Seal)

Signature: _____

Name and Title:

Address:

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P A Y M E N T B O N D

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

DATE:

AMOUNT:

(Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: () None () See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within

30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change,

including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Sub-paragraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page, Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitations in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment

were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

COMPANY: (Corporate Seal)

Signature: _____

Name and Title:

Address:

SURETY COMPANY: (Corporate Seal)

Signature: _____

Name and Title:

Address:

NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 2010, on or before _____, 2010, and you are to complete the WORK weekly, monthly, every 60 days, and annual time frames as mentioned in the service task list As approved on a weekly basis thereafter. The date of completion of all WORK is therefore _____, 2007.

Dated this _____ day of _____, 2010.

Parks Division
SANDY CITY - OWNER

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this the _____ day of _____, 20____

BY: _____

TITLE: _____

CHANGE ORDER

Order No: _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT
DOCUMENTS: _____

Justification: _____

Change to CONTRACT PRICE:
Original CONTRACT PRICE: \$ _____
Current CONTRACT PRICE adjusted by
previous CHANGE ORDER: \$ _____
The CONTRACT PRICE due to this CHANGE
ORDER will be (increased) (decreased) by: \$ _____
The new CONTRACT PRICE including this
CHANGE ORDER will be: \$ _____

Change to CONTRACT TIME:
The CONTRACT TIME will be (increase) (decreased) by _____
calendar days.
The date for completion of all work will be _____

Recommended by: _____
Project Manager

Approved by: _____
Contractor

Approved by: _____
Owner

PROJECT PARTIAL PAYMENT REQUEST
EXAMPLE

PRO
JEC
T
NAM
E

CONTRACTOR'S NAME

File: NAME Application No. Date: Month/Day/Year

DESC. OF WORK	TOTAL COST	WORK COMPLETED =====	PREV.THIS APPL APPL	STORED MAT.	TOTAL COMP. AND STORED TO DATE	PAY THIS PERIOD	BALANCE TO FINISH	% COMP.
=====					0.00	0.00	0.00	0.00
MOBILIZE					0.00	0.00	0.00	0.00
CL. & GRUB					0.00	0.00	0.00	0.00
STORM SEWER					0.00	0.00	0.00	0.00
WATER					0.00	0.00	0.00	0.00
SAN. SEWER					0.00	0.00	0.00	0.00
EXCAVATION					0.00	0.00	0.00	0.00
CONCRETE					0.00	0.00	0.00	0.00
ROAD BASE					0.00	0.00	0.00	0.00
AC PAVING					0.00	0.00	0.00	0.00
C.O. #1					0.00	0.00	0.00	0.00
=====								
TOTALS	0.00				0.00	0.00	0.00	0.00

SECTION II
INSURANCE REQUIREMENTS

"EXHIBIT A"
INSURANCE AND BOND REQUIREMENTS FOR
PARTIES CONTRACTING WITH SANDY CITY FOR :
PARKS DEPARTMENT STREETSCAPES MAINTENANCE (1/2010)

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, damage to property and the willful, wrongful or negligent mis-appropriation or mis-management of funds which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. **GENERAL LIABILITY:** \$2,000,000 combined single limit per occurrence, personal injury and property damage. \$3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better). Personal Injury, Premises-Operations.
2. **AUTOMOBILE LIABILITY:** \$ 2,000,000 per occurrence. "Any Auto" coverage is required.
3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% limit of policy must be declared to and approved by Sandy City. At the option of Sandy City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to Sandy City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability and Automobile Liability Coverages

A. Sandy City, their officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Sandy City, its officers, officials, employees or volunteers.

B. The contracting party's insurance coverage shall be a primary insurance as respects to Sandy City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Sandy City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

C Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sandy City, its officers, officials, employees or volunteers.

D The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

II. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Sandy City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for Sandy City.

III. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Sandy City.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by the Director of Risk Management .

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Sandy City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by Sandy City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION III
SPECIAL PROVISIONS
AND
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS TO BE USED

THE FOLLOWING SPECIFICATIONS APPLY:

I. SANDY CITY STANDARD SPECIFICATIONS AND DETAILS FOR MUNICIPAL CONSTRUCTION, MARCH 2006 EDITION - available at the Sandy City Public Works, 8775 South 700 East, Sandy, Utah, 84070. Cost = \$41.00.

Note: To be used to repair irrigation or landscape damage to sites.

II. SERVICE TASK LIST

DAILY TASK LIST

No daily tasks

WEEKLY TASK LIST

- 1. Trash pick-up and removal (PRIOR TO ANY MOWING)**
- 2. Mowing of turf areas**
- 3. String trimming and hardscape debris blowing**
- 4. Planter bed/tree wells manual weed control**
- 5. Monitor irrigation systems**
- 6. Removing weeds in sidewalks, curb, gutter, and fence lines**
- 7. Jobsite inspection completed by The Maintenance Contractor weekly**

MONTHLY TASK LIST

- 1. Twice monthly hardscape edging**

60 DAY TASK LIST

- 1. Spade edge planter beds without mow curbs**
- 2. Cultivate planter beds**
- 3. Turf area fertilization (April/June/August/October)**
- 4. Planter bed debris removal**
- 5. PRUNE VINES ALONG 20TH EAST**

ANNUAL TASK LIST

- 1. Two turf weed control applications**
- 2. Planter bed pre-emergent weed control**
- 3. Spring clean-up, planter beds prepped and weeded**
- 4. Fall clean-up, annuals removed and perennials cut back in planter beds**

III. LAWN AND GROUNDS SERVICE

1. MOWING

- 1. All sod areas to be mowed on a weekly basis at an approximate height of 3" to 3½ " during the growing season.**

2. STRING TRIMMING

- 1. All turf areas will be string trimmed weekly by mechanical means in those areas inaccessible to mowers so as to present a well-groomed appearance.**

3. EDGING

1. To be performed twice monthly along all concrete walks, and curb when no cars are present. The Maintenance Contractor shall be responsible for any damage to passing motorists or pedestrians.

4. GENERAL CLEAN-UP

1. Just prior to mowing, all turf, shrub, ground cover, mulch beds, sidewalks, curb and gutters, rock and garden areas shall be policed for the removal of loose trash and debris, and weeds over 2" in height.

2. Grass clippings will be swept or blown from walks and curb lines and onto lawn areas only.

3. Bedding materials such as bark, rock or mulch will be maintained in proper areas. Replacement of mulch areas is not included in scope of services.

4. Just prior to mowing, the landscaped areas shall be policed for the removal of trash and debris.

IV.

FERTILIZATION PROGRAM

1. To provide for the fertilization of all turf grass areas.

a. Four applications of fertilizer at 1 lb. N/1000 square feet per application (per contractors specifications). Schedule for said fertilizations to be early April, mid June, mid August, and late October.

Annual Tasks:

A. SPRING CLEAN-UP

1. Initial weed removal
2. Pre- emergent spray
3. Round up spray

B. FALL CLEAN-UP

1. All landscape and hardscape areas will have leaves removed once in the Fall after all leaves have fallen. All annual flowers shall be removed from planter beds and perennial plants in these beds shall be cut back to 6" height.

V CHEMICAL CONTROL PLAN

A. The Maintenance Contractor shall provide chemicals to be applied for the control of weeds common to the turf. The program shall provide preventative control where required. Maintenance Contractor shall be responsible for any damage caused to neighboring landscapes due to over spray or drift.

- B. The Maintenance Contractor shall be selective in the chemical controls used so as to insure against an improper application which may cause further damage to turf, trees or shrubs.
- C. The Maintenance Contractor shall provide for the complete safety of the user, public, residents and their properties.
- D. The Maintenance Contractor shall meet all Utah State and Environmental Protection Agency (EPA) licensing requirements. Please provide license number.
- E. Paved and concrete areas will be sprayed for weeds, where needed, once a month (Curbs, sidewalks, fence lines, ect.). Appropriate chemicals such as Round Up or similar products should be used for these applications. Under no circumstances shall a sterilant or any derivative of a sterilant be used on a Sandy City property.

VI TREE AND SHRUB CARE

Tree and shrub pruning and chemical service is not part of the scope of services provided for 2010.

- A. The Maintenance Contractor shall be aware that Sandy City places a high value on the trees located in the contract areas. The Maintenance Contractor shall be assessed a fine of \$75.04 for damages to trees due to mowers and/or string trimmers per occurrence.
- B. Depending on the degree of severity as determined by the acting Sandy City Arborist, a single occurrence or a second occurrence of damage to the same tree may result in the Maintenance Contractor replacing the damaged tree with one of same species and equivalent girth.
- C. The Maintenance Contractor will need to remove suckers from the tree wells and maintain the tree well so they are grass and weed free.

VII SPRINKLER SYSTEM MAINTENANCE AND OPERATION

- A. The maintenance Contractor shall check sprinkler system operation at the completion of mowing as deemed necessary to ensure there are no broken heads caused by the mowing operation. Zones will be checked weekly to ensure proper functioning. Pattern adjustments will be made as necessary. Controller programming will be changed as conditions warrant. Water conservation will be practiced as much as possible. No watering is to take place between the hours of 10:00 am and 10:00 pm.
- B. The Maintenance Contractor shall be responsible for all sprinkler system damage caused by his crews or equipment. Any such damage shall be immediately repaired so as to mitigate any additional damage to the grounds or turf due to a faulty sprinkler system. If any repairs need to be made that were not caused by The Maintenance Contractor, the repairs need to be reported to the City Representative as soon as they are discovered.

VIII WINTER SERVICES

D. Snow removal is not included in this contract.

IX MISCELLANEOUS SERVICES

A. Any work not covered in this scope of services will be done at the man hour rate in the contractors bid plus materials.

X INSURANCE

The Maintenance Contractor shall at all times be covered by adequate liability and workers compensation insurance as outlined in exhibit A. The Maintenance Contractor shall provide proof of insurance coverage to the Client prior to work being performed.

XI AUTHORIZATION

At the completion of work The Maintenance Contractor will send a inspection report sheet to the client on the day the work is performed.

**WEEKLY AUTHORIZATION FORM AND/OR
SPECIAL PROJECTS**

To be completed during the week of _____

LOCATIONS: **Weekly** **Monthly** **Bi-monthly** **Special
Project**

A. Storm Mountain Streetscape				
B. Abbotsford				
C. Highpoint / Twelve Pines				
D. South Valley South				
E. South Valley East				
F. 20th East/Tortellini				
G. Silverridge 1 & 2				
H. Storm Mt. Terrace				
I. Eastridge #5				
J. Wyngate				
K. Brandon Canyon				
L. Granite				
M. East Dell				

Please give a brief summary of what the special project consists of and why it needs to be performed.

Maintenance contractor will still be obligated to comply by the rules and regulations signed in the original bid and contract.

Special project cost: _____

Contractors signature_____

Date:_____

Clients Authorization_____

Date:_____

CONTRACTORS
INSPECTION REPORT SHEET

Contractor: _____ Date: _____ Time: _____

Site location: _____ Schedule: _____

General Appearance

<u>TURF</u>	Completed by (Supervisors Initial)
Mowed	_____
Pattern	_____
Trimmed	_____
Edged	_____
Clippings	_____
Trash	_____
Damage	_____
Weeds(Sprayed)	_____

Comments: _____

Irrigation System

Dry spots	_____
Broken heads	_____
Leaks	_____

Comments(Note any problems and adjustments that were made) _____

Shrub Beds

Weeded(sprayed)	_____
Trimmed	_____
Trash	_____
Volunteers(suckers)	_____

Comments: _____

Signature - Contractor

SANDY CITY INSPECTION REPORT SHEET

Contractor:_____ **Date:**_____ **Time:**_____

Site location: _____ **Schedule:** _____

General Appearance

TURF **Completed by (Supervisors Initial)**

Mowed _____

Pattern

Trimmed

Edged

Clippings

Trash

Damage _____

Weeds(Sprayed)

Comments: _____

Irrigation System

Dry spots

Broken heads

Leaks

Comments(Note any problems and adjustments that were made)_____

1. *Journal of the American Medical Association*, 1997; 277: 1001-1005.

Shrub Beds

Weeded(sprayed)

Trimmed

Trash

Volunteers(suckers)

Comments: _____

Signature - Client